



RESOLUTION No. 16-186

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE NEVADA COUNTY BOARD OF SUPERVISORS TO ACCEPT GRANT FUNDING FOR AGREEMENT NO. TEA23-15-0038 WITH THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR THE WASTE TIRE ENFORCEMENT GRANT (TEA) 23rd CYCLE (COUNTY FISCAL YEAR 2016/17) FOR THE PERIOD JUNE 30, 2016, THROUGH SEPTEMBER 30, 2017, IN THE AMOUNT OF \$35,823.00 AND TO AUTHORIZE THE CHAIR OF THE BOARD OF SUPERVISORS OR HIS/HER DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO SECURE RELEASE OF GRANT FUNDS FOR THE WASTE TIRE ENFORCEMENT GRANT PROGRAM

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) established the Tire Enforcement Grant (TEA) for the 23rd Cycle (County Fiscal Year 2016/17), which provides financial assistance to cities and counties for the purpose of implementing a program to promote the recycling of waste tires generated in the County; and

WHEREAS, under the grant, staff will identify, inspect and educate businesses involved in the collection, transportation, or disposal of waste and used tires to determine compliance with all storage requirements, hauler registration, and waste manifest system standards. The grant provides funding for activities that will further increase industry awareness of waste tire management and decrease the number of unregistered tire haulers; and

WHEREAS, on September 9, 2014, the Board of Supervisors approved Resolution 14-431 which authorizes periodic applications to the California Department of Resources Recycling and Recovery for the Waste Tire Enforcement Grant program; and

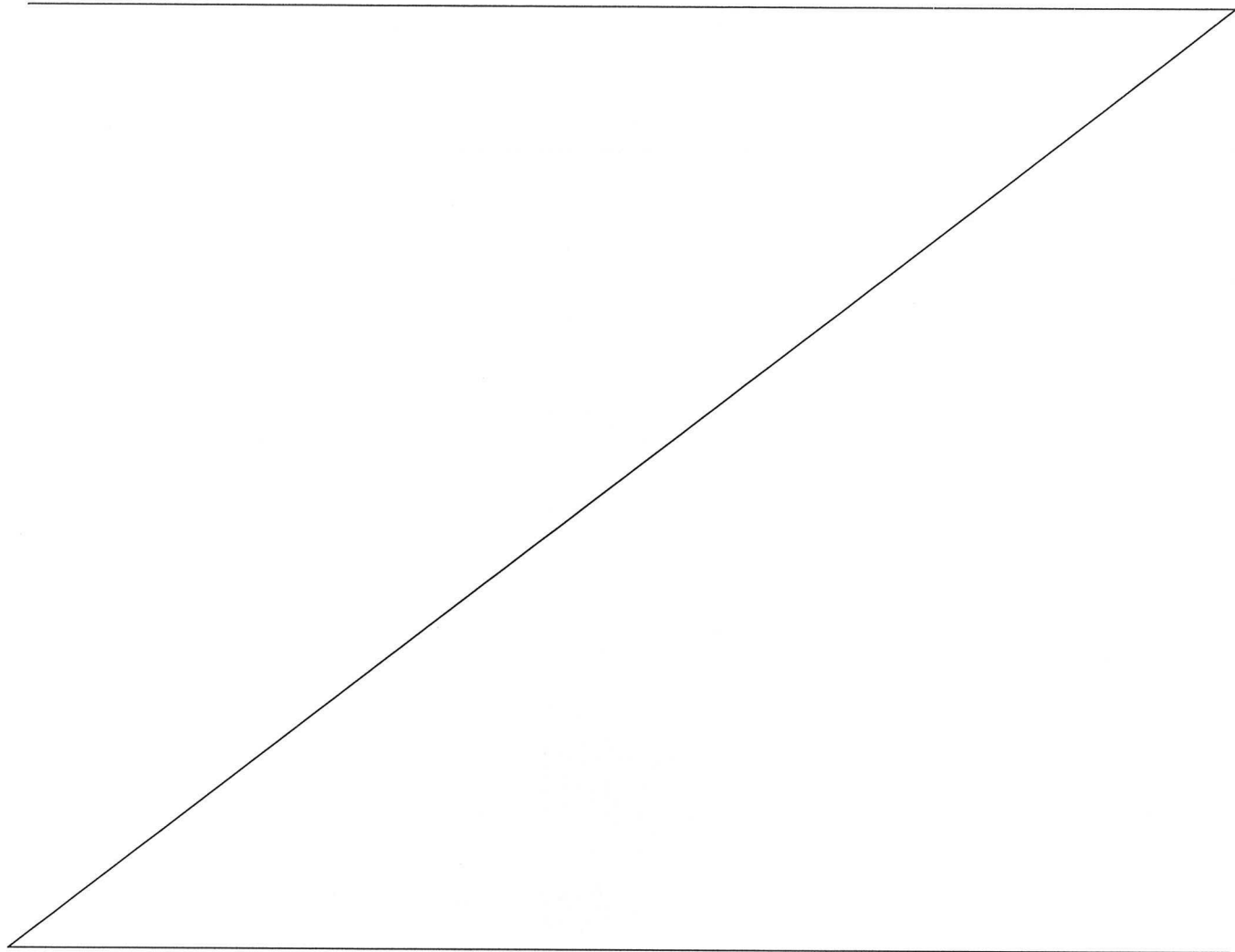
WHEREAS, the application was approved by the State to administer said grant; and

WHEREAS, Grant No. TEA23-15-0038 has been awarded in the amount of \$35,823.00 and a letter of award has been received for the period of June 30, 2016, to September 30, 2017; and

WHEREAS, Grant funding will be deposited into 1123 40108 323 1000/ 445020.

NOW, BE IT HEREBY RESOLVED:

1. The Nevada County Board of Supervisors accepts the grant funds as described in the grant cycle TEA 23rd contract for Local Government Waste Tire Enforcement in the amount of \$35,823.00, for the period June 30, 2016, to September 30, 2017.
2. The Chair of the Board of Supervisors, or his/her designee, is authorized to execute in the name of the County of Nevada all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of May, 2016, by the following vote of said Board:

- Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:  _____

 _____
Dan Miller, Chair

5/10/2016 cc: EH (3)
AC*(hold)

9/13/2016 cc: EH*
AC*(release)

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 11/15)

		GRANT NUMBER TEA23-15-0038
NAME OF GRANT PROGRAM 2015-16 Local Government Waste Tire Enforcement Grants		
GRANTEE NAME Nevada County		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED \$35,823.00	
TERM OF GRANT AGREEMENT FROM: June 30, 2016	TO: September 30, 2017	

The Department of Resources Recycling and Recovery (CalRecycle) and Nevada County (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.




CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE) Nevada County	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Deputy Director, CalRecycle	DATE 5/19/16	TITLE Chair	DATE 5/10/16
		PAYMENT ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) Environmental Heath 950 Maidu Avenue Nevada City, CA. 95959	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$35,823.00	FISCAL YEAR/PROGRAM 2015-16 Local Government Waste Tire Enforcement Grants		FUND TITLE TIRE
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$35,823.00	ITEM 3970-101-0226	CHAPTER 10	STATUTE 2015
	FISCAL YEAR 2015-16		
	OBJECT OF EXPENDITURE 7820-G3001-702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF CALRECYCLE BUDGET OFFICE: 		DATE 5/19/16	

EXHIBIT A TERMS AND CONDITIONS

Local Government Waste Tire Enforcement Grant Program Fiscal Year 2015–16

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Government Waste Tire Enforcement Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

AIR OR WATER POLLUTION VIOLATION

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

AMERICANS WITH DISABILITIES ACT

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

ASSIGNMENT, SUCCESSORS, AND ASSIGNS

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

AUDIT/RECORDS ACCESS

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

AUTHORIZED REPRESENTATIVE

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

AVAILABILITY OF FUNDS

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

CHARTER CITIES

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

CHILD SUPPORT COMPLIANCE ACT

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and

family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.

- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

COMMUNICATIONS

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

COMPLIANCE

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

CONFLICT OF INTEREST

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

(b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

CONTRACTORS/SUBCONTRACTORS

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

COPYRIGHTS

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

DISCHARGE OF GRANT OBLIGATIONS

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

DISCLAIMER OF WARRANTY

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

DISCRETIONARY TERMINATION

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

DISPUTES

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

DRUG-FREE WORKPLACE CERTIFICATION

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:

- (1) Receive a copy of the drug-free policy statement of the grantee.
- (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

EFFECTIVENESS OF AGREEMENT

This Agreement is of no force or effect until signed by both parties.

ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

ENVIRONMENTAL JUSTICE

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

FORCE MAJEURE

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

GRANT MANAGER

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

GRANTEE ACCOUNTABILITY

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

GRANTEE'S NAME CHANGE

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

IN CASE OF EMERGENCY

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to

subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

NO AGENCY RELATIONSHIP CREATED/INDEPENDENT CAPACITY

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

NO WAIVER OF RIGHTS

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

NON-DISCRIMINATION CLAUSE

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

ORDER OF PRECEDENCE

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions

- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

PAYMENT

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

PERSONNEL COSTS

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly

wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

REASONABLE COSTS

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

RECYCLED-CONTENT PAPER

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

REDUCTION OF WASTE

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

REDUCTION OF WASTE TIRES

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

REIMBURSEMENT LIMITATIONS

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

REMEDIES

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

SELF-DEALING AND ARM'S LENGTH TRANSACTIONS

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or

fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

SITE ACCESS

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

STOP WORK NOTICE

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

TERMINATION FOR CAUSE

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

TOLLING OF STATUTE OF LIMITATIONS

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

UNION ORGANIZING

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for

those expenditures, and that grantee shall provide those records to the Attorney General upon request.

UNRELIABLE LIST

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

VENUE/CHOICE OF LAW

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

WORK PRODUCTS

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

WORKERS' COMPENSATION/LABOR CODE

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT B PROCEDURES AND REQUIREMENTS

LOCAL GOVERNMENT WASTE TIRE ENFORCEMENT GRANT PROGRAM 23rd Cycle – Fiscal Year 2015–16

Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.

INTRODUCTION

The Local Government Waste Tire Enforcement (TEA) Grant Program is administered through the Department of Resources Recycling and Recovery (CalRecycle). These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

MILESTONES

Notice to Proceed (NTP) Date	Grant Term and Grant Performance Period Begins on date indicated on the NTP
February 28, 2017	Mid-Year Progress Report Due
NTP Date – June 29, 2017	Grant Performance Period
June 30, 2017 – September 30, 2017	Report Preparation Period
September 30, 2017	Final Progress Report and final Payment Request Due
September 30, 2017	Grant Term End

No extensions will be granted for submittal of Final Progress Report and final Payment Request. Failure to submit the Final Progress Report and final Payment Request with appropriate documentation by September 30, 2017 may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

GRANT MANAGEMENT SYSTEM (GMS)

GMS is CalRecycle's web-based grant application and grant management system. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the Grant

Grantees must log into GMS (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After login, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** button. The **Grant Management Module** includes the following sections:

- **Summary tab** – shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab** - requests reimbursement.
- **Reports tab**- uploads required reports.
- **Documents tab**– uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. Use the information in the following sections to determine what reports, transactions, and supporting documents are required.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the access check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they are able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority which may only be changed by CalRecycle. Email the Grant Manager regarding any changes to Signature Authority information.

PRIOR TO COMMENCING WORK

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

For further instructions regarding GMS, including login directions, see the section above titled Grant Management System.

GRANT TERM, GRANT PERFORMANCE PERIOD, AND REPORT PREPARATION PERIOD

The Grant Term and Grant Performance Period both begin on the date indicated in the Notice to Proceed. The Grant Term ends on September 30, 2017. This is also the date the Final Progress Report and final Payment Request are due to CalRecycle.

The Grant Performance Period begins on the date indicated in the Notice to Proceed and ends on June 29, 2017. Grant-eligible program expenditures may start no earlier than the date indicated in the Notice to Proceed and ends on June 29, 2017. In all cases, eligible program costs must be incurred no later than June 29, 2017.

The period from June 30, 2017 to September 30, 2017 is the Report Preparation Period. Costs incurred to prepare the Final Progress Report and final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.

ELIGIBLE COSTS

All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. Eligible costs must be incurred, services provided and goods received after receiving a NTP and before the end of the Grant Performance Period.

Revisions to the Budget must be submitted in writing and pre-approved by the Grant Manager prior to grantee incurring the cost. The approval document must be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

The following are eligible activities under Inspections, Enforcement, Training, Education, and should be charged under the appropriate category (i.e. inspection training under Inspection budget):

- Coordinating with other grantees when both the city and county in which they are located are grantees to ensure no duplication or gaps in activities.
- Meeting with the grantee's own tire enforcement staff.
- Staff time spent on grant related activities (i.e., providing training, receiving training, file maintenance, communicating with CalRecycle about; grant requirements, waste tire permitting, hauling, storage and disposal laws, regulations and procedures).
- Developing tools to track activities including maintaining files.
- Activities related to improving or correcting performance on inspections and associated activities with CalRecycle Inspectors and the Grant Manager.
- Writing policies, processes and procedures for tracking and reporting staff time, activities and costs.

Administrative Costs

Direct Administrative Costs

Direct administrative costs must be less than or equal to 15 percent of the total approved Budget.

The following direct administrative activities/costs are eligible:

- Preparing and submitting Progress Reports, Payment Requests, and all other required documents, forms and information.
- Grant-related communications with the CalRecycle Grant Manager, Evaluation staff, Enforcement staff and state auditors.
- Costs related to compliance with performance evaluation or audits.
- Developing and maintaining a system to accurately capture and report staff time, activities, and costs for waste tire enforcement, including maintenance of records.

Indirect Costs

Grantees may charge actual indirect cost rates not to exceed 20 percent of approved direct costs.

Grantees must employ an indirect cost rate that conforms to Generally Accepted Accounting Principles and which is prepared by their accounting, finance or budget office or external accounting contractor.

Grantees must maintain, and shall provide if requested, documentation to support the indirect charges, the components thereof, and demonstrate how the charges were calculated.

Education

The amount requested and reimbursed under Education must be less than or equal to 10 percent of the approved Budget, unless the Grant Manager has approved an educational and outreach plan with a larger percentage. Eligible education activities and costs are as follows:

1. Identifying new TPIDs, which may include:
 - Obtaining Waste Tire Management System (WTMS) reports of newly issued Tire Program Identification (TPID) numbers, or
 - Canvassing business areas to determine if new or established businesses perform waste tire activities.
2. Printing and distributing CalRecycle flyers when conducting educational visits for TPIDs.
3. Informing businesses, and business owners/operators about applicable waste tire laws and regulations and available compliance resources.
4. Providing tire related education to Local Conservation Corps.
5. Providing other outreach activities as requested by CalRecycle.

Enforcement

Enforcement Actions and Surveillance

Eligible enforcement and surveillance activities include steps taken beyond normal inspection activities that a grantee undertakes to identify illegal waste tire activity and collect evidence, as defined below.

1. ALL eligible enforcement and surveillance activities **MUST** be related to conducting and reporting on investigations, researching, surveilling, identifying, and documenting at least one of the following:
 - Illegal (unpermitted) waste tire storage sites and activities with 500 or more waste tires.
 - Individuals responsible for illegal dumping of waste tires.
 - Private property on which illegal dumping of waste tires is occurring or has occurred with 500 or more waste tires.
 - Unregistered waste tire haulers.
2. Eligible enforcement and surveillance activities may include the following:
 - Coordinating and working with CalRecycle, the California Highway Patrol, local DA, task forces, TEAs, and other local law enforcement on:
 - Gathering and sharing information and resources.
 - Providing **training to local law and code enforcement personnel** within the TEA jurisdiction to encourage referrals or citations. Establishing and conducting **checkpoints** to identify unregistered waste tire haulers.

- Attending administrative, court and/or CalRecycle **hearings**, and supporting case development.
- Assisting CalRecycle with investigations and referrals
 - Making waste tire enforcement referrals, as approved or required.
 - Investigating waste tire referrals, complaints, violations, discrepancies, legal records searches, etc., as requested.
 - Obtaining inspection and other warrants as needed, participating with local law enforcement activities, performing interviews and field investigations, developing enforcement cases.
 - Researching databases and past enforcement activities.
- After appropriate enforcement and surveillance, coordinating with other agencies to remediate environmental damage due to illegal dumping and storage of waste tires, including:
 - Review regulations and procedures with Local Conservation Corps to coordinate cleanups and other related activities.
 - Coordinate with CalRecycle for cleanup and lien options.

Note: Private property with more than 500 illegally stored waste tires must be referred to CalRecycle for enforcement prior to seeking remediation.

- Record Keeping
 - Production and maintenance of documents and files to track waste tire enforcement-related activities.
3. Grantees must report enforcement and surveillance activities to CalRecycle Inspection Liaison as follows:
- Report to CalRecycle all enforcement actions on waste tire-related cases, including any referrals to the DA's Office and any actions taken by the DA's Office on waste tire related cases within 15 days.
 - Making waste tire enforcement referrals, as approved or required. See "Inspection Referral."

Field Patrolling and Small Cleanup

Field Patrolling is an enforcement activity with the sole purpose of reducing and deterring illegal hauling and dumping of waste tires. The grantee shall be limited to fifteen percent of the total approved Budget, and adhere to the following:

1. All field patrolling activities must be documented and supported by filling the CalRecycle Field Patrolling form (CalRecycle 229).
2. Eligible field patrolling activities include:
 - Preparation and planning of field patrol.
 - Follow-up on locations with known illegal waste tire dumping Follow-up on illegal dumping complaints and referrals.
 - Cleanup of small tire piles with 35 or less tires on public land including disposal fees.
3. The grantee must report field patrolling activities quarterly in the following manner:
 - The Field Patrolling forms shall be submitted electronically to WasteTire@CalRecycle.ca.gov to the attention of their CalRecycle Inspector Liaison.

- List of violations of illegal waste tire dumpers or unregistered waste tire haulers.
 - Summary of documented fluctuations, increases and decreases in illegally dumped waste tires, etc.
4. The grantee shall be limited to patrolling areas every quarter, unless otherwise approved by CalRecycle.

Equipment

ONLY equipment, materials and supplies necessary to perform eligible waste tire activities under the TEA Grant are eligible for reimbursement and shall be limited to ten percent of the total approved Budget, and as described below.

1. The grantee may claim only the cost of an item that is proportionate to its use in the Waste Tire Enforcement Program.
2. The only eligible equipment and quantity/cost of equipment under the grant that is listed in the Budget, or that has been subsequently pre-approved by the Grant Manager. The following are examples of eligible equipment costs:
 - Personal Protective Equipment: including boots, reflective vests or other logo/identifying windbreaker or clothing, hard hat/sun hat, gloves, binoculars, face masks, safety glasses.
 - Field equipment: including measuring devices, GPS, camera and accessories.
 - Cell phones, mobile WiFi hotspots and cell service.
 - Computers or tablets and related standard accessories.

Inspections

Inspections are the core component of the grant and the activity on which the Grantee shall spend most of its time and money. Unless otherwise approved, the eligible activities are listed below and the grantee must perform inspection activities in accordance with the following:

1. Priority and Eligibility - the grantee shall inspect TPIDs as authorized and described in the Inspection Priority Work Plan and as described below, unless prior written approval is given by CalRecycle Inspector Liaison and the Grant Manager.

(If any of the below are not achieved, CalRecycle may withhold payment.)

 - a. All inspections on the "Inspection Priority Work Plan" must be completed by June 29, 2017.
 - b. Active TPIDs with an outstanding Notice of Violation (NOV) must be inspected within 15 days of the compliance deadline. Grantees may make referrals to CalRecycle after the first inspection, but must do so within 15 days and as described under "Inspection Referrals".
 - c. The grantee shall inspect tire locations or refer to CalRecycle within 15 days, under the following circumstances and as directed below:
 1. If requested by the CalRecycle Inspector Liaison.
 2. The grantee receives a waste tire regulation related complaint or becomes aware of:
 - an illegal (unpermitted as defined in 14 CCR 18420) waste tire facility with 500 or more waste tires.
 - an illegal (unregistered as defined by 14 CCR 18451) waste or used tire hauler.

- a tire location that poses an immediate risk or threat to public health and safety, and/or the environment. (This does not apply to illegal sites that the Grantee knows CalRecycle is aware of and/or actively pursuing enforcement actions against).
- 3. Grantees must note on the Inspection Report the information they received that necessitated the inspection, and must mark "Referral" as the Inspection Type.
- d. If all TPIDs listed in the "Inspection Priority Work Plan" can and will be inspected within the grant period, the Grantee may inspect Active TPIDs not on the "Inspection Priority Work Plan" any time during the grant cycle except for ineligible inspection activities listed below. Inspection scheduling is the responsibility and at the discretion of the Grantee.
- e. Only **Inspections at the following frequencies** are eligible:
 - Only one routine inspection is allowed per active TPID.
 - A maximum of two re-inspections may be performed per active TPID if a Notice of Violation was documented during the original routine inspection.
 - Only one observation inspection may be performed, as described below, per active TPID.
- f. Only the following are eligible inspection activities:
 - On-the-job inspection training for TEA staff designated to the program.
 - Scheduling and pre-inspection research.
 - Physically **inspecting** the TPID locations, taking photographs, interviewing personnel, writing and submitting a complete and correct inspection report.
 - Researching, updating or correcting WTMS records and the grantee's own database.
 - Providing technical assistance to tire businesses on waste tire laws and regulations, which occurs during or after an inspection.
 - Conducting an observation inspection in the following conditions:
 - A TEA inspector must already be in the field conducting other eligible waste tire activities and observe the potential for a violation.

Note: The Inspection Report must document the circumstances that prompted the inspection, and "Observation" must be marked as the Inspection Type.

- g. Reports may only be completed when the inspector performs an inspection at the TPID's physical address.
- h. Ineligible inspection activities include inspections of the following except as otherwise approved or requested by the CalRecycle Inspector Liaison:
 - Locations where the TPID does not have a site (physical) address in the Grantee's jurisdiction or at an address that is not listed in WTMS.

Note: When the Grantee learns of a new or changed TPID site (physical) address, that information must be submitted to the

Hauler Hotline or to the CalRecycle Inspector Liaison assigned to the Grantee within 7 days and be noted on the Inspection Report.

- Closed and inactive TPIDs (refers to the TPID's Business Status in the WTMS)
 - Small quantity generators (refers to the TPID's Business Role identified in the WTMS)
 - Farm/Ranch/Dairy/Ag Sites
 - Permitted Major or Minor Waste Tire Facilities
2. Quality of Inspections - Inspections shall be conducted in a manner consistent with state laws and regulations and according to CalRecycle guidance and business practices implementing sound investigative techniques, and as described below:
- a. Inspection reports shall be filled out completely and correctly and shall contain, at a minimum, the following on all reports:
 - A statement that permission to inspect the facility was requested and obtained and the name and title who granted the inspector permission to conduct the inspection (including taking photos and making site maps),
 - Waste tire count for the facility including indicating the counting method(s) used (e.g., direct count, volumetric estimation, combination, etc.). If volumetric estimation was used, a description of the tire piles, their location, dimensions, and all volume calculations and conversions to waste tires.
 - Results of the CTL review and any discrepancies noted. If applicable, any additional information that would support a future enforcement action (if necessary) and that would enable the report to stand on its own without any explanations or additional information.
 - b. Inspection reports must be filled out to accurately reflect compliance/noncompliance at the TPID in accordance with the [inspection report instructions](#) (<http://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/FormInstruct.htm#Page2>), the [Grantee Toolbox](#) (www.calrecycle.ca.gov/tires/enforcement/Grantee/), and according to training provided by CalRecycle as follows:
 1. The Grantee shall conduct a pre-inspection review of hauler records, CTLs, WTMS, authorizations, prior inspections and enforcement actions prior to inspections.
 2. Violations shall be cited correctly and consistently, including citing the correct code sections, through the re-inspection process.
 3. Violations and corrections to violations shall be noted on the inspection report and supported with written comments and documentation. Documentation may include photographs, description of conditions at the site, information gathered through interviews, and any other documentation which support violations or corrections of violations.
 4. Statements or directives the Inspector made to the owner/operator must be noted in the report.

5. TEA inspectors shall verify that the information in WTMS was current and accurate, including Operational Status, authorizations, addresses, owners, operators, contacts information, etc. If discrepancies are noted, the inspector shall submit corrections to the Hauler Hotline or to the CalRecycle Inspector Liaison assigned to the Grantee within 7 days. Inspectors are also to note these corrections in the inspection reports.
- c. Inspection reports must be submitted according to established CalRecycle business practices.
 - Inspection reports must be submitted no later than 15 calendar days after the inspection date. All inspection reports must be submitted electronically using the WTMS e-reporting process.
 - One, and only one, inspection report is to be submitted per TPID number, regardless of whether there are multiple roles noted in WTMS for the TPID.
 - d. Enforcement Referrals to CalRecycle shall be on a CalRecycle 228 form and be complete and correct. All inspections resulting in the issuance of an NOV may result in referral to CalRecycle for enforcement action and shall be handled in the following manner:
 1. On the First Inspection:
 - The TEA inspector shall advise the TPID owner/operator or representative of the violation(s) and provide them a copy of the CalRecycle Notice of Violation and Citable Offenses Handouts (calrecycle.ca.gov/Tires/Enforcement/Inspections/Forms.htm#NOV).
 - Document on the Inspection Report in detail:
 - To whom and how the NOV and Citable Offenses handouts were delivered (e.g., in person, by mail or email).
 - Description of all violations noted and specifically what needs to be corrected.
 - Compliance deadline date when all violations must be corrected that shall be no more than 30 days from the date of the inspection, except for violations of recordkeeping or manifest requirements contained in 14 CCR 17357 and 14 CCR 18459.2.1 through 18462, the compliance deadline date shall be no more than 90 days from the date of the inspection to provide adequate time to assess whether corrective action has been taken regarding recordkeeping and manifest issues.
 - If the violation is significant, chronic, or if it is anticipated that the violation will not be corrected, the TEA inspector shall refer the TPID and violation to CalRecycle to allow for an expedited enforcement. See below for more on “Inspection Referrals” to CalRecycle.
 2. On the Second Inspection (First Re-inspection):
 - The Grantee shall re-inspect the site within 15 days of the NOV compliance deadline date.

- The Inspection Report must include written documentation and evidence (photographs, copies of documents, etc.) that address all of the same violation(s) using the same citations as documented previously inspection, by either documenting:
 - Evidence of correction of the violation(s).
 - Partial correction(s) or good faith effort made, the justification of the extension, and the new compliance deadline date, not to exceed 30 days from the date of the re-inspection.
 - Continued violation(s) without significant good faith, and refer the TPID and uncorrected violation(s) to CalRecycle for further enforcement action.
 - Document any new violations noted during the inspection. Note: new violations noted during a re-inspection does not extend the limit of two re-inspections authorized under the Grant.
3. If applicable, on the Third Inspection (Second Re-inspection).
- The Grantee shall re-inspect the TPID within 15 days of the extended NOV compliance deadline date.
 - Continue to cite the same codes being violated and the reasons. Also document violations that were corrected since the last inspection.
 - If all violations have not been corrected, including new violations detected during re-inspections, refer the TPID and violation(s) to CalRecycle for further enforcement action by completing/submitting the CalRecycle Referral Form (CalRecycle 228) ([www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Form s.htm#Referral](http://www.calrecycle.ca.gov/Tires/Enforcement/Inspections/Form%20s.htm#Referral)). Indicate the referral in the Enforcement Status section of the inspection report.
 - The referral shall be made within 15 days of the second re-inspection and must include the first and second inspection reports, photographs, and other documentation and evidence.
- e. The grantee may make referrals to CalRecycle after the first inspection.
- f. CalRecycle will provide training and assistance on the above requirements as needed or requested. The grantee shall be responsible for correcting errors so they do not become ongoing or chronic.
3. Timeframes - Inspections and referral documents shall be submitted in a timely manner, as follows:
- All inspections shall delivered to the TPID representative or owner/operator and be submitted electronically to CalRecycle within 15 days of the inspection date.
 - All NOV's shall be issued with a compliance date 30 days or less.
 - For violations of recordkeeping and manifest requirements contained in 14 CCR 17357 and 14 CCR 18459.2.1 through 18462, the compliance deadline date shall be no more than 90 days from the date of the inspection to provide adequate time to assess whether corrective action has been taken regarding recordkeeping and manifest issues.

- The first re-inspections (for NOV) shall be conducted within 15 days of the compliance deadline date.
 - The second re-inspections (for NOV), if applicable, shall be conducted within 15 days of the compliance deadline date.
 - Outstanding NOVs shall be referred to CalRecycle after the Second Re-inspection or earlier as appropriate.
 - NOV referral packages shall be submitted to CalRecycle within 15 days of the inspection noting "Referred to CalRecycle" in the Enforcement Status section of the inspection report.
 - All unregistered haulers must be referred to CalRecycle within 15 days using the Hauler Observation Report (CalRecycle 775).
4. Reasonable Expenditures to Carry out Inspections:
- a. Any personnel expenditures will be reimbursed based on actual time spent on Inspections.
 - b. The Grantee must record actual time spent on all phases of the inspection including preparation, on-site time, travel time, and reporting/follow-up. CalRecycle may require a grantee to report time in more detail or develop a more in-depth time task analysis to support reimbursement requests.
 - c. Time allocated for conducting physical inspections in the field and pre-inspection research shall be reasonable and relative to the state average for similar sites. The timeframe shall be ample enough to conduct a complete and correct inspection.
 - d. Travel time shall be reduced to the minimum practical, by inspecting as many sites in one area at one time as is practical.

Note: Neither the TEA Grant Program nor the terms of the Grant Agreement affects or changes CalRecycle's right to enter any California jurisdiction for the purpose of: (1) enforcing regulations relating to the storage of waste tires and used tires, as provided in Public Resources Code (PRC) Section 42850(c); (2) enforcing regulations relating to the hauling of waste and used tires, as provided in PRC Section 42963(b); and (3) fulfilling any other enforcement obligations with which it is charged by statute or regulation.

Training

Reimbursement for training is limited to tire enforcement staff and supervisors. In-house training is to be charged under the appropriate category (i.e. inspection training under Inspection budget). Unless otherwise approved, grantee training requirements and eligibility are as follows.

1. Grantee must maintain and provide to CalRecycle a list of inspectors and lead inspectors, their qualifications and the amount time (percentage or quantity inspections) they are committed to the program.
2. All inspectors must be trained and approved by CalRecycle prior to conducting eligible inspections. Existing inspectors may be approved without additional training.
3. The following are **mandatory training** activities:
 - New inspector inspection training must be provided & approved by CalRecycle.
 - CalRecycle-sponsored waste tire Round Tables.*
 - WTMS Training.*

- Annual Technical Training Series.*

*Grantee must send at least one inspector to each of these events.

4. The following are eligible non-mandatory training activities/costs:
 - Meetings, training or conferences as requested by CalRecycle.
 - Coordinating and hosting Round Tables or other CalRecycle-sponsored training events.
 - CalEPA sponsored Enforcement Symposium.
 - Basic Inspector Academy.
 - Conducting Effective Interviews for Inspectors.
 - Environmental Enforcement Training.
 - Basic and refresher health and safety classes.
 - Costs/training approved in the Budget or that have been pre-approved in writing by the Grant Manager.
5. When multiple sessions of a training event are scheduled, grantees must attend the session closest to their location. Exceptions must be supported by a compelling justification.
6. If attending an event with multiple subjects of which only part is related/beneficial to waste tire enforcement, the portion of the class fee charged to the TEA grant must be proportional to the class time devoted to waste tire enforcement.

Transportation

The amount budgeted and eligible for reimbursement under Transportation **must be necessary** to perform waste tire activities under the TEA Grant. The total must be less than or equal to 10 percent of the total approved Budget.

Any activities/costs not specifically listed below must be pre-approved in writing by the Grant Manager to be reimbursable. The following activities/costs are eligible:

- Use of grantee-owned or personal vehicle. Grantees may claim vehicle usage costs based upon actual mileage at the lesser of the grantee or state mileage rate. Mileage rates generally cover the cost of fuel, maintenance, insurance, licensing, registration, depreciation, and all other costs associated with operation and usage of the vehicle. Therefore, grantees cannot claim vehicle usage costs using both a mileage rate and the separate cost of the items covered by the mileage rate. Grantees must use the rate in effect at the time the mileage was incurred.
- Travel and per diem. All travel costs must be in accordance with the California State Travel policies (<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>). Reimbursable mileage and other travel expenses (per diem) may not exceed the state rates as set forth in the State Administrative Manual. Documentation submitted for travel reimbursement must include departure and return times and dates.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget and not directly related to performance of eligible activities are ineligible for reimbursement. Contact the Grant Manager if clarification is needed.

Ineligible costs include, but are not limited to:

- Costs incurred prior to the date of the NTP letter or after June 29, 2017.

- Expenditures outside the grantee's jurisdiction(s), or not specified in the approved Budget.
- Any costs that are not consistent with local, state, and federal laws, guidelines and regulations.
- Costs associated with Amnesty Day events, such as creating and distributing hauler exemption letters.
- Investigation of local code violations that don't involve waste tires.
- Educational activities provided to the general public via small and large community events or at events consisting primarily of K-8 children.
- Costs associated with activities related to the use of recycled products.
- Preparing and submitting the next cycle's grant application.
- Costs that the Grant Manager deems unreasonable, excessive, ineligible, inappropriate, duplicative, disproportionate or not related to the TEA Grant Program.

BUDGET CHANGES

Revision(s) to approved Budget must be submitted in writing and pre-approved in writing by the Grant Manager prior to grantee incurring the proposed expenditure. The Grant Manager will not approve changes that result in the reduction of the performance of core program functions for inspections, enforcement, or mandatory training. The approval document shall be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

REPORTING REQUIREMENTS

A Mid-Year Progress Report and a Final Progress Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term.

All reports must be uploaded in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grant Management System.

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then click **Save**.
 - You may upload multiple documents to complete reporting requirements.
 - The maximum allowable file size is 35MB.
5. Click the **Submit** button when the report is complete.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

MID-YEAR PROGRESS REPORT

The grantee must submit a **Mid-Year Progress Report** by **February 28, 2017**. This report shall cover grant activities that occurred from the NTP date through **December 31, 2016**.

FINAL PROGRESS REPORT

The **Final Progress Report** is due **September 30, 2017**. This report shall cover grant activities **from January 1, 2017** through **June 29, 2017**. The following items must be included in the Final Report:

- Grant number
- Grantee name
- Grant term

The following disclaimer statement is to be printed on the cover page verbatim:

“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only and for only those materials and services specified in the approved grant application.
2. Payment Requests shall be submitted twice, once in conjunction with the submission of the Mid-Year Progress Report and then in conjunction with the Final Progress Report.
3. The grantee must submit the required Progress Report/Final Progress Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
4. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the “Payment Request and Documentation” section.
5. Grant payments will only be made to the grantee. It is the grantee’s responsibility to pay all contractors and subcontractors for purchased goods and services.
6. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Mid-Year Progress and/or Final Progress Report, have been satisfied. Reimbursement of the ten percent retention is released with the final Grant Payment Request.
7. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is approved by the Grant Manager.

PAYMENT REQUEST AND SUPPORTING DOCUMENTATION

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grant Management System.

To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.

- Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget subcategory.
 - When the transaction is complete, click the **Save** button.
 - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
 - Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
 - Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
 4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request (including uploading all the documents listed below).

Supporting Documents

- A. A scanned copy of the **Grant Payment Request form**. Mail only the **original** Grant Payment Request form (CalRecycle 87), with the original signature of the signatory or his/her designee*, as authorized by grantee's Resolution/Letter of Commitment to:

Via standard mail:	Via courier/personal delivery:
Department of Resources Recycling and Recovery TEA Grant Program FiRM Branch, 13 th Floor P.O. Box 4025 Sacramento, CA 95812-4025	Department of Resources Recycling and Recovery TEA Grant Program FiRM Branch, 13 th Floor 1001 I Street Sacramento, CA 95814

*A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

- B. TEA Inspection Personnel Expenditure Summary
- C. TEA Personnel Expenditure Summary (CalRecycle 767)
- D. Expenditure Itemization Summary (CalRecycle 736)
- E. CalRecycle Inspection Priority Work Plan
- F. CalRecycle Waste Tire Field Patrolling Form (CalRecycle 229) for all field patrolling activities
- G. Travel Expense Log Form (CalRecycle 246) for hotel, meals, per diem and other expenses, hotel receipts and other receipts for conference fees, tuition, etc.
- H. Mileage logs
- I. Hourly Rate Document
- J. Proof of payment is required for any expenditure over \$500. Acceptable proof of payment includes receipts, cancelled checks or other documents containing: vendor name, phone number and/or address; purchase amount and date; and, a description of the goods, services and/or materials purchased (if the grantee only claimed a portion of an invoice, the amount billed to the grant should be highlighted).

K. Certificate of completion for non-mandatory training.

All forms listed above can be downloaded from the CalRecycle Grant Forms website (<http://www.calrecycle.ca.gov/Funding/Forms>).

PERSONNEL HOURS

Grantees must maintain, and provide if requested, detailed timekeeping records of personnel hours worked. For each pay period, the employee's timekeeping document must contain at least the:

- Employee name and classification.
- Total hours worked and leave taken during the pay period.
- Hours worked/leave taken per day.
- For each hour worked, a description/listing of the activity/task on which the employee worked.

Supervision of staff conducting eligible activities constitutes a direct grant cost; therefore, grantees may claim under each Budget category a direct supervision time and costs related to that category.

Hourly Rate

Grantees may calculate an actual/loaded hourly rate for each employee that includes actual salary, wages, shift differentials, and contractual fringe benefits.

PERFORMANCE EVALUATION

The grantee will be evaluated on its effectiveness in fulfilling the procedures and requirements outlined in this document. Particular focus will be given to the Grantee's ability to carry out its mandatory responsibilities, especially those Inspection functions and Training activities. The evaluations will look at the quality and efficiency as well as eligible activities in all categories, but particularly in Inspections, Enforcement, Education, and Field Patrolling.

AUDIT CONSIDERATIONS

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.



Grants System Application

Generated By: Phanessa Fong

Generated On: 4/14/2016

Application Information

Applicant: Nevada County

Cycle Name: Local Government Waste Tire Enforcement Grants
Application Due Date: 1/28/2016

Cycle Code: TEA23
Secondary Due Date: 2/29/2016

Grant ID: 19017

Grant Funds Requested: \$ 27,296.00

Matching Funds: - (if applicable)

Awarded Funds: \$35,823.00

Project Summary: The grantee will maintain waste tire enforcement activities for this jurisdiction. These activities include, but are not limited to, inspection of inventoried sites, identification of businesses that need to be on the TPID inventory, surveillance for illegal disposal sites and unregistered haulers, and achieving compliance through education and, if necessary, enforcement. Further, the grantee will investigate referrals from CalRecycle or other agencies and pursue placement of motion detection cameras to apprehend illegal dumpers.

Applicant/Participant

Name: Nevada County
Lead: X

Federal Tax ID: 94-6000526
Jurisdiction: Nevada-Unincorporated

County: Nevada

Contacts

		Prime	Second	Auth	Cnsit
grant eisen	Title: REHS	X			
Environmental Health 950 Maidu Avenue Nevada City, CA 95959	Phone: 5302651469 Fax: 5302659853 Email: grant.eisen@co.nevada.ca.us				
Amy Irani	Title: Director, Environmental Health		X	X	
Environmental Health 950 Maidu Avenue Nevada City, CA 95959	Phone: 5302651464 Fax: 5302659853 Email: amy.irani@co.nevada.ca.us				
Dan Miller	Title: Chair, Nevada County Board of Supervisor			X	
Board of Supervisors 950 Maidu Avenue Nevada City, CA 95959	Phone: 5302651480 Fax: 5302659836 Email: dan.miller@co.nevada.ca.us				

Budget

Category Name	Amount
Admin Costs	\$ 9,391.00
Education	-
Enforcement	\$ 1,368.00
Equipment	\$ 530.00
Inspections	\$ 16,238.00
Training	\$ 8,296.00
Transportation	-

No Site Information Provided



Grants System Application

Generated By: Phanessa Fong

Generated On: 4/14/2016

Documents	Document Title	Received Date
Required		
Application Certification	TEA 23 Application Certification (1-27-16)	01/28/2016
Staff Contact Information	TEA 23 Staff Contact Information	01/28/2016
Staff Contact Information	Staff Contact Information Revised	02/01/2016
Work Plan & Budget	TEA 23 Work Plan & Budget	01/28/2016
Work Plan & Budget	Approved Work Plan and Budget	02/03/2016
Required By Secondary Due Date		
Resolution - Lead Participant	Resolution to Apply	01/25/2016
Other Supporting Document(s)		
Draft Resolution		
Letter of Designation		
Resolution		

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

- X Applicant acknowledges that a Resolution is uploaded in the application. The Resolution must be approved by its governing body, which authorizes submittal of the application and designates a signature authority. If applicable, applicant has uploaded a Letter of Designation (LOD) designating an additional signature authority(ies).